

ARTICLE VI

OPERATIONS AND MAINTENANCE MANAGEMENT

6.1. Overview. The Lessor's obligations include, without limitation, the obligation to repair and replace all equipment (other than Government Equipment, as defined in Section 6.8.5) and systems installed within the Facility, whether installed as part of the Base Building or pursuant to the Fit-Out Allowance. The Lessor's obligations under this Lease also include the operations and maintenance of all Joint Use Spaces in accordance with the then-current best industry standards applicable to each such space, including the Public Search Facility, the Cafeteria, the Child Care Center, the Fitness Center and the Computer Facility; provided, however, the Lessor's obligations for such Joint Use Spaces shall not include any operational functions such as staffing the Public Search Facility, administering fitness programs or child care services, preparing or delivering cafeteria food or operation of the Government's computer systems.

6.1.1. Cost Adjustment. Service Agreement Rent was in part based upon the assumption that typical office finishes (which shall be provided as part of the Fit-Out) are intended to include carpet with a weight of twenty-eight (28) ounces per square yard, painted floor to ceiling drywall partitions at a ratio of one linear foot of partition per each 8 square feet of occupiable space, suspended acoustical ceiling with 2' by 2' tiles, solid core interior doors, blinds on exterior windows, mechanical systems as described in Section 8.10 and as required by Code, lighting as described in Section 8.11.5 and as required by Code, electrical outlets consistent with the loads specified in Section 8.11.2 and as required by Code, life safety systems for office occupancy and other items customarily associated with office space construction. In addition, for maintenance and repair purposes, it is also intended that the Fit-Out will include one hundred twenty (120) conference rooms and two hundred (200) pantry alcoves. Half of the conference rooms shall be estimated at between 200 and 300 square feet and half shall be estimated at between 400 and 500 square feet. All conference rooms are intended to have supplemental cooling, ventilation and exhaust. Pantry alcoves shall be estimated at between 50 and 100 square feet, with vinyl composition tile flooring, supplemental exhaust, a length of base cabinets, counter and wall cabinets, a sink with disposal, a microwave oven and a refrigerator. After the completion of the Fit-Out design, the Government and the Lessor shall evaluate the extent to which the actual Fit-Out differs from the standard Fit-Out described above. The Government shall make an equitable adjustment to the Service Agreement Rent and operating cost base in the event that such difference increases or decreases the scope of the Lessor's operations and maintenance obligations and insurance obligations. The Government and the Lessor shall execute a supplemental lease agreement which quantifies this adjustment, and which also lists all Government Equipment, for which the Lessor has no operations and maintenance responsibility.

6.2. Operations and Maintenance Plan. At least sixty (60) working days prior to scheduled Government occupancy of the first increment of the Leased Premises, the Lessor shall provide to the Government the O&M Plan. As part of the O&M Plan, the Lessor shall provide the following:

6.2.1. Overview of O&M Plan. The Lessor shall provide an overview description of how the Lessor plans to meet the daily operations and maintenance requirements of the Facility. The Lessor shall describe the operational plans, management system, personnel capabilities and quality control system that shall be used to provide for the operations and maintenance of

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the Facility. The narrative should address the term of the proposed contract with the O&M Firm as well as any unusual terms and conditions in the proposed contract.

6.2.2. General Requirements of O&M Plan.

(a) The Lessor shall submit an O&M Plan which meets the requirements of Article VI and other applicable provisions of this Lease, which demonstrates an effective system for controlling day-to-day tenant requested work, which includes a comprehensive system for estimating and scheduling periodic and routine work assignments, and which demonstrates the ability to provide adequate resources for those assignments. The plan shall specify the time frames in which the Lessor will accomplish service calls for both routine and emergency services, and shall include an effective and responsive system to provide action for emergencies during other than Normal Working Hours (as defined in Section 6.4). The O&M Plan shall include a plan for reporting building architectural/structural system and mechanical/electrical system deficiencies or unique operations problems to the COR and for the repair of such deficiencies. The O&M Plan shall include a plan for tagging and verifying mechanical and electrical equipment inventory, and performing support services such as water treatment and eddy current testing which are vital to the accomplishment of the Preventive Maintenance ("PM") program. The O&M Plan shall set forth the methods which will be used to perform PM, including annual and monthly components which delineate the required maintenance procedures and identify the mechanical personnel needed to perform them. The O&M Plan shall demonstrate an effective system for expediting subcontracts to eliminate emergency situations which cannot be accomplished by on-site personnel. The O&M Plan shall demonstrate acceptable methods for maintaining compliance with all provisions of the Clean Air Act and all amendments thereto. The O&M Plan shall include a plan for custodial/janitorial services, snow removal, waste management and recycling, pest control, and landscape maintenance.

(b) The O&M Plan shall address, at a minimum, the following:

- hours of operation
- service calls and logs
- operation requirements
- preventative maintenance program
- cupboard/attic stock
- reimbursable repairs
- tenant remodeling
- accident prevention plan
- false alarms
- personnel clearances
- hazardous material inventory
- water treatment
- exterior and interior landscape maintenance
- bird offal removal
- graffiti control
- parking lots, garages, ramps, driveways and sidewalks maintenance

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- life safety/critical equipment maintenance
- elevator maintenance
- architectural/structural system maintenance
- electrical/mechanical system maintenance
- waste management and recycling
- pest control
- emergency generator and power
- inspections of fired and unfired pressure vessels
- inspections for uninterrupted power systems
- routine painting and replacements
- inspections of roof
- snow removal
- custodial program:
 - glass surfaces
 - metal surfaces
 - walls and wall coverings
 - room cleaning
 - restrooms
 - water fountains
 - shower stalls
 - utility sinks
 - executive space
 - Fitness Center
 - Child Care Center
 - Health Unit
 - Cafeteria
 - other Joint Use Spaces
 - hard floors
 - resilient floors
 - wood floors
 - carpeting
 - windows
 - blinds
 - draperies

6.2.3. O&M Team Identity and Qualifications. The O&M Plan shall identify individual O&M Firm personnel. For the Facility Manager, On-Site Supervisors (as each such term is defined in Section 6.6.1) and other key individuals associated with the O&M team, the Lessor shall provide a description of each such person's qualifications for completing all O&M work, together with resumes, training and licensing of all key staff to be assigned to the Facility and a description of their roles. If the Lessor intends to hire additional staff, a precis of the skills sought and a timetable for doing so shall be provided. The Lessor shall provide references for all such key individuals.

6.2.4. Organizational Plan. The O&M Plan shall include an organizational chart which delineates the roles and responsibilities of corporate management, local management, the proposed Facility Manager and On-Site Supervisors. The Plan shall provide for a sufficient level of On-Site-Supervisors to effectively fulfill all operations and maintenance requirements

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of this Lease. For all positions, the Plan shall include the physical working location of staff (including supervisors), and the correct title of each position. The Lessor shall submit a plan identifying the decision-making authority of local management, and the crafts, skills, and supervision available for the performance of work. The O&M Plan shall define the authority available to local management concerning recruitment, disciplinary actions, purchasing, subcontracting, staffing plans, work schedules, and contract administration.

6.2.5. Quality Control Plan. The O&M Plan shall clearly describe and demonstrate the Lessor's proposed quality control plan by including an inspection procedure for all services under this Lease, identifying proposed methods for detecting and correcting deficiencies, and maintenance standards. The Lessor shall provide an effective plan for measuring customer satisfaction with services rendered, and identify actions to improve services to unsatisfied customers.

6.2.6. Work Schedules.

(a) The O&M Plan will include a plan for the scheduling of maintenance personnel, janitorial personnel, and other craft personnel that will be on-site and which will cover all the services required during and after occupant work hours. The O&M Plan will include a plan detailing how deliverables and reports will be prepared for submittal and who will be responsible for tracking their completion. The O&M Plan will include a comprehensive plan which demonstrates how the Lessor will prevent an interruption of service to the building systems and tenants during emergency situations which include inclement weather or any other adverse operational conditions that may place additional burden on normal daily performance.

(b) The Lessor's plan for work scheduling shall include, as a minimum, the following requirements:

- hours of operation
- contractor emergency plan
- reimbursable building operation services
- emergency generator and power
- janitorial services and support services
- pest control log book

6.2.7. Subcontractor Plan. The O&M Plan shall reflect an efficient approach to procurement, monitoring, and assurance of satisfactory performance of those services to be subcontracted. It shall include the Lessor's plan to provide back-up subcontractors should any subcontractor fail to perform. The Lessor shall identify methods that will be used to assure all subcontractor personnel meet the license and experience requirements. The subcontracting portion of the O&M Plan must include the requirements under Section 9.38.

6.2.8. Building Alterations Management. The O&M Plan shall describe how the Lessor will manage and perform interior Fit-Out alterations requested after occupancy of each Stage. The Lessor shall describe the level of services to be required of the Lessor to manage, design, cost, bid and construct interior alterations on an ongoing basis for the Facility and the proposed fees for such services.

6.3. Term of O&M Services. The Lessor's operation and maintenance of the Facility, including, without limitation, all responsibilities and services set forth in this Article VI, will be provided by the Lessor throughout the entire Lease Term, including any potential Extension Term. The Government shall have the option to terminate the services described herein, in whole or in part, in accordance with Sections 9.26 and 9.27. As described in Section 2.7, the Government has the right, at its option, to assume direct responsibility for providing any or all of these services at any time during the Lease Term.

6.4. Hours of Operation.

6.4.1. Normal Working Hours. Normal operating hours ("Normal Working Hours") of all portions of the Facility, other than the Joint Use Spaces listed below, shall be 6:00 a.m. through 7:00 p.m., Monday through Friday, with the exception of federal holidays. Normal Working Hours of the Computer Facility, main communication vaults, switch room, MDF rooms, communications rooms and of the security command center shall be 24 hours per day, seven (7) days per week, with no exception for federal or other holidays. Normal Working Hours of the Fitness Center shall be 6:00 a.m. through 8:00 p.m., Monday through Friday, with the exception of federal holidays. Normal Working Hours of the Training Facility shall be 6:00 a.m. through 9:00 p.m., Monday through Friday and 8:00 a.m. through 1:00 p.m. on Saturdays, with the exception of federal holidays. Normal Working Hours of the Public Search Facility shall be 8:00 a.m. through 8:00 p.m., Monday through Friday and 8:00 a.m. through 5:00 p.m. on Saturdays, with the exception of federal holidays. The Lessor shall operate, maintain and repair all portions of the Facility, so that the Government may enjoy, during all Normal Working Hours, the full functionality of the Facility in accordance with the requirements of this Lease. The Lessor will also be responsible for any necessary operation of equipment other than Government Equipment during non-Normal Working Hours in order to prevent loss or damage to buildings or equipment other than Government Equipment. Staffing may be required before or after the Normal Working Hours in order to ensure that all temperature, humidity and other performance requirements set forth in Article VIII, including those for the Computer Facility and other Joint Use Spaces, are fully satisfied during every minute of the Normal Working Hours.

6.4.2. Overtime Usage.

(a) The Government shall have access to the Leased Premises and other portions of the Facility at all times, 24 hours per day, seven (7) days per week, including without limitation, the use of elevators, toilets, lights, and business machines, without additional reimbursements to the Lessor.

(b) When heating or cooling is required for all or a portion of the Leased Premises at times other than during Normal Working Hours, such services will be ordered orally or in writing by the COR. When ordered, these additional building operation services will be provided and reimbursed at the hourly rate set forth in Section 2.7.4 of this Lease. The specified overtime rate shall be inclusive of all Lessor personnel costs to provide such overtime services, (except the costs of the one or more On-Site Supervisors during all Extended Hours, as defined in Section 6.6.1, which are included in the operating costs base), unless otherwise specifically approved in

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writing by the Government. The specified overtime rate shall exclude energy costs, since these are paid directly by the Government. The Lessor represents that its overtime rate set forth in Section 2.7.4 of this Lease is based on the Lessor's reasonably estimated cost of providing overtime services.

(c) When the cost of service is Five Thousand Dollars (\$5,000) or less, the service may be ordered orally. An invoice shall be submitted by the Lessor to the official placing the order for certification and payment. Orders for services costing more than Five Thousand Dollars (\$5,000) will be placed using a Form 300, Order for Supplies or Services. The Lease sections entitled "Prompt Payment" (Section 3.4.1) and "Invoice Requirements" (Section 3.4.3), apply to all orders for overtime services.

(d) All orders for overtime services are subject to the terms and conditions of this Lease. In the event of a conflict between an order and this Lease, this Lease shall control.

6.4.3. Continuity of Operations.

(a) The Lessor fully recognizes that the services required by this Lease are vital to the Government's mission, and that continuity of the services must be maintained by the Lessor at the utmost proficiency without interruption. The Lessor must prepare contingency plans in the event of a strike by its employees, contractors or subcontractors. The Lessor shall be required to operate the Facility to the extent practicable and in accordance with Applicable Law during all emergency situations, including but not limited to, fires, accident and rescue operations, strikes, civil disturbances, natural disasters and military contingency operations.

(b) **Lessor Emergency Plan.** The Government's Occupant Emergency Plan ("OEP") and Damage Control Plan ("DCP"), developed by the Government after occupancy, shall be used by the Government during Facility emergencies. The Lessor shall cooperate with the Government in the development of the OEP and DCP, and the Lessor shall prepare a Lessor Emergency Plan ("EP") which will define the Lessor's procedures and actions it will take to provide support to the Government's OEP and DCP. Designated Lessor personnel, including the On-Site Supervisor, shall be thoroughly familiar with the Government's OEP and DCP, and shall be trained by the Lessor to fully understand their responsibilities relative to each emergency plan. The Lessor's participation in emergency plans shall be mandatory during Facility-related emergencies or natural disasters, regardless of the times of occurrence. The Lessor's proposed EP shall be submitted to the CO within thirty (30) days after receipt of the Government's OEP and DCP. The Lessor shall resubmit the EP until it is accepted by the CO. The Lessor shall update and revise the EP when appropriate, including when either the OEP and/or the DCP are revised by the Government. The EP shall include, at a minimum, the following:

(1) The Lessor's procedures and actions to support the Government during emergencies.

(2) The name, address, telephone number and current position of each employee of the Lessor or of a contractor or subcontractor that will participate in the EP.

(3) The specific functions that each such employee will perform during emergency situations.

(4) If temporary or subcontractor employees are to be used, identical information to that described above shall be required for each such employee.

6.5. General Responsibilities.

6.5.1. Lessor. At all times during the Lease Term, the entire Facility and Common Areas, including the Campus Green, shall be managed, operated and maintained, and services shall be provided, in accordance with the highest and best standards for Class A office buildings in the area in which the Facility is located, by a property management company satisfactory in all respects to the Government. The Lessor agrees to use its best efforts to satisfy the foregoing obligations.

Without limiting the generality of the foregoing, the Lessor agrees that throughout the Lease Term, the Lessor shall:

- (a) Provide the safe, efficient, economical, and satisfactory operation, maintenance, and repair of the Facility, including all Leased Premises.
- (b) Provide all services required by this Lease in support of the Facility. This includes managing, operating, protecting, maintaining, and repairing the Facility, as well as providing engineering and technical support as required under this Article VI or elsewhere in this Lease.
- (c) Provide all needed supplies (initial supply as well as all replacement supplies), material, equipment, tools, vehicles, and services required to meet the Lessor's responsibilities under this Section or elsewhere in this Lease.
- (d) Provide Facility management and on-site supervision by a trained property manager.
- (e) Maintain and repair all Lessor-owned electrical and other utility systems equipment, together with all mechanical systems, necessary for the operation of the Facility in accordance with this Lease, including elevators. Provide all temporary electrical and other utilities during construction. Provide all non-energy utilities after Substantial Completion.
- (f) Provide architectural and structural maintenance and repair for all buildings and other improvements.
- (g) Estimate, plan, schedule, budget, authorize, control and record all costs and manpower required hereunder.

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- (h) Provide necessary maintenance and repair of all Site Improvements, including private access roads.
- (i) Develop and maintain all operations and maintenance records.
- (j) Develop and implement a safety program for the Lessor's personnel.
- (k) Perform all work in a safe, timely manner in conformance with Applicable Law. Display inspection certificates as appropriate and provide the Government with copies of all inspection approvals, if requested.
- (l) Provide appropriate personnel to perform preventive maintenance functions, maintenance and architectural repairs, miscellaneous work, and to respond to and take corrective actions for service calls.
- (m) Provide appropriate personnel to operate all building systems during both Normal Working Hours and Extended Hours.
- (n) Keep equipment rooms, machine rooms, storage rooms, janitorial rooms, loading docks, parking lots and all other Base Building Spaces free of trash, debris and unusable materials.
- (o) Provide janitorial, recycling, trash removal, and pest control services for the Facility.
- (p) Provide security services for the Facility in accordance with Section 6.6.2 below.
- (q) Remove all snow and ice from the Facility in accordance with best practices for a Class A facility.
- (r) Provide landscaping and grounds maintenance for the Facility.
- (s) Allow the CO, the COR or the COR's representatives to inspect and/or test any part of the Facility, as deemed necessary or appropriate by the Government.

6.5.2. Government. The Government will:

- (a) Pay for all energy costs as set forth in Section 2.7.
- (b) Pay for all increases to Operating Costs in accordance with Section 2.7.
- (c) Provide any services for which it has, at its option, elected to assume direct responsibility in accordance with Section 2.7.
- (d) Maintain all Government Equipment, as specified in Section 6.8.5.

(e) Pay for all repairs that result directly and solely from the willful misconduct of a Government employee or a Government-hired contractor, as described in Section 6.8.5.

(f) Provide and pay for guard service as specified in Section 6.6.2(b) of this Lease.

(g) Identify one or more Contracting Officer Representatives (whether one or more, the "COR") to assist the CO in discharging his responsibilities regarding operations and maintenance of the Facility. The COR will promptly notify the Lessor of defects, unsafe conditions or unsatisfactory performance of the Leased Premises or any other portion of the Facility. The COR is not authorized to take any action on behalf of the Government to amend, modify or deviate from the terms, conditions, requirements and/or schedules set forth in this Article VI or to take any such actions regarding the Lease; all authority as to such matters is reserved solely for the CO.

6.6. Special Requirements.

6.6.1. Lessor's Personnel.

(a) General.

(1) The Lessor shall have in its employment at all times a sufficient number of qualified employees to enable it to properly, safely, and economically manage, operate, and maintain the Facility. In any event, during all Normal Working Hours, there shall be located on-site a team of qualified personnel capable of servicing and repairing mechanical, electrical and plumbing systems. All employees (including supervisors), contractors and subcontractors shall present a neat appearance and shall wear appropriate uniforms which shall display both the contractor's name and the individual's name.

(2) All matters pertaining to the employment, supervision, compensation, promotion, and discharge of employees, contractors and subcontractors are the responsibility of the Lessor, who is, in all respects, their employer.

(3) Each employee, contractor and subcontractor of the Lessor shall be a citizen of the United States or an alien who may lawfully work in the United States.

(4) The CO may require that of any employee, contractor or subcontractor who is identified as a potential threat to the health, safety, security, general well being, or operational mission of the Facility or the Government not be employed or used to provide services at the Facility.

(b) Supervision.

(1) **General.** The Lessor shall provide sufficient on-site supervision to fulfill the terms and conditions of this Lease. A Facility Manager or On-Site Supervisor shall be available at all times while operations and maintenance

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work is in progress to receive notices, reports, or requests from either the CO or the COR. The Facility Manager and each On-Site Supervisor must be able to fluently read, write, and speak English. Neither USPTO employees nor other Government employees are authorized to exercise either direct or indirect supervision over the Lessor's employees. The Lessor shall provide within its Base Building Space, sufficient space to house the Facility Manager, each On-Site Supervisor, and the remainder of the Lessor's workforce dedicated to maintaining the Facility, together with all equipment necessary for ongoing operations and maintenance activities and for the prompt correction of any operational deficiencies.

(2) **Contact After Normal Hours.** After Normal Working Hours and Extended Hours, the Facility Manager or the On-Site Supervisor(s) shall be available at the site within one (1) hour of verbal notice from the Government. The Lessor will notify in writing the CO or the COR of any change in the listing of telephone numbers which the Government may use at any time to directly contact the Facility Manager or On-Site Supervisors.

(3) **Facility Manager.** A "Facility Manager" is a person, designated in writing by the Lessor, who has full authority to act for the Lessor on operations and maintenance matters during the Lease Term, and who is authorized to accept inspection reports and all other correspondence on behalf of the Lessor. The Facility Manager should possess at least three (3) years of recent responsible experience in managing the operation, maintenance and security of buildings, building equipment and systems for projects of similar size, scope and complexity. A detailed resume of the proposed Facility Manager, providing copies of all current licenses and including references (names and telephone numbers) from the prior five (5) years, shall be submitted to the CO or the COR for written approval prior to assignment of the proposed Facility Manager to the Facility. The Facility shall at all times have one, but no more than one, Facility Manager.

(4) **On-Site Supervisory Employees.** An "On-Site Supervisor" is a person designated in writing by the Lessor, who has authority to act for the Lessor on all matters relating to the daily operation of the Facility. There shall be sufficient On-Site Supervisors located within the Lessor's Base Building Space at the site during all Normal Working Hours. In addition, from 7:00 p.m. through 12:00 a.m. on every Monday through Friday (other than federal holidays) and on every Saturday, Sunday and federal holiday from 8:00 a.m. through 8:00 p.m. (collectively, the "Extended Hours") there shall also be at least one On-Site Supervisor located within the Lessor's Base Building Space at the Site. Each On-Site Supervisor shall present copies of current licenses, a list of professional training experience, and references from all recent work experience to the Government for approval.

(c) **Subcontractors.** When contractors or subcontractors are employed, the Lessor shall use qualified companies familiar with the equipment and systems in the Facility. The Lessor shall assume full responsibility for the contractors' and subcontractors'

workmanship and activities. The Government reserves the right to disapprove the use of any contractor or subcontractor.

(d) Security Concerns Regarding Employees and Contractors.

(1) All of the Lessor's employees, contractors and subcontractors shall sign in and out at the beginning and end of their shift on a log established for each Building. The log shall be provided to the COR or his designee upon request. Personnel shall carry with them at all times photo identification passes issued by the Lessor, and shall present them to Government personnel upon request.

(2) The Government reserves the right to require the Lessor to submit completed fingerprint charts and personal history statements for each employee of the Lessor as well as employees of the Lessor's contractors or subcontractors who will provide operating services of a continuing nature for the Facility. The Government may also require this information for employees of the Lessor, his contractors, or subcontractors who will be engaged to perform alterations or emergency repairs.

(3) If required by the Government, the CO or COR will furnish the Lessor with form FD-258, "Fingerprint Chart" and Form 176, "Statement of Personal History" to be completed for each employee of the Lessor or of its contractors or subcontractors and returned by the Lessor within ten (10) working days of each such employee's first day of work. Based on the information furnished, the Government reserves the right to conduct security checks of any such employees. The CO or COR will advise the Lessor in writing if an employee is found to be unsuitable or unfit for his assigned duties. Immediately following such notice from the Government, such an employee shall be denied access to the Facility and may no longer perform work on or in connection with the Facility. If required by the Government, the Lessor will be required to provide the same type of data found in such forms within ten (10) working days from the addition of any new employee(s) to the work force of the Lessor or one of the Lessor's contractors or subcontractors. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor shall not be required to submit another set of these forms for employees who were previously cleared through this process while employed by the former contractor or subcontractor. The CO or COR may require the Lessor to submit Form FD-258 and Form 176 for every employee covered by this Section 6.6.1(d)(3) on a 3-year recurring cycle.

(4) The Lessor shall provide and maintain a drug-free environment and work force, and shall demonstrate this to the Government with an implemented plan.

6.6.2. Security of the Facility.

(a) **General.** In accordance with the requirements of Section 8.13, the Lessor shall provide security to deter unauthorized entry to, and loitering and disruptive acts in and around, the Leased Premises and other portions of the Facility, and shall also

provide personnel to man the security command center and to register visitor arrival and departures at each ground floor lobby of each Building. The Lessor shall provide security to respond to intruder alarms, fire alarms, or other events which could compromise the security of the Facility. The Lessor shall maintain and repair all security systems, equipment and materials throughout the Lease Term required to be provided by Lessor in accordance with Section 8.13 below.

(b) **Guard Service.** The Government shall provide, at its cost, guard service for the Leased Premises and for those portions of the Facility used by the Government and its visitors. Such security shall be coordinated with any additional guard service and other security provided by the Lessor in order to satisfy the requirements of this Lease.

(d) **Security Operation Plan.** The Lessor shall submit to the COR for written approval at least thirty (30) working days prior to scheduled Government occupancy of the first increment of Leased space, a security operation plan. The plan shall contain the procedures to be followed under normal daily operations (including patrol tour routes and access control events), as well as when the intruder detection system or the fire alarm system is activated or other security concerns arise. The security operation plan shall be resubmitted by the Lessor until it is approved in writing by the COR.

6.6.3. Facility Coordination/Work Requirements. Building components may be cut, drilled, altered, removed and replaced as necessary for the performance of all work specified in this Article VI. Materials that are replaced shall match similar existing material. Material remaining in place which is damaged or defaced by reasons of operations and maintenance work shall be restored or replaced to a quality equal to its condition at the time of Lease Commencement. Performance of all work, and delivery and storage of materials or equipment shall be accomplished with a minimum of interference to Government operations and personnel. Any deliveries involving prolonged use of any loading dock or building entrance shall not cause interruption in any Government activities and shall be coordinated through the COR prior to any such deliveries. The use of impact tools or powder-actuated tools will not be permitted in or adjacent to Government-occupied spaces during Normal Working Hours after the initial Fit-Out and occupancy of the entire Leased Premises. After such initial Fit-Out, impact tools and powder-actuated tools may be used only during non-Normal Working Hours and only upon the prior written permission of the COR except in the event of an emergency. Burning or welding equipment may be used only with the prior written permission of the COR except in the event of an emergency. Activities which generate noxious and objectionable fumes will not be permitted in Government-occupied spaces during Normal Working Hours.

All operations and maintenance work shall be accomplished in a manner so that all furnishings, fixtures, and equipment required to be moved in order for such work to commence, shall be protected from scrapes and other damage and shall be returned to their original locations following completion of all work. If, however, the work will render it impossible to return all such furnishings, fixtures and equipment to their locations, the Lessor shall notify the COR of such fact prior to beginning the work, and shall only commence the work after the Lessor has received authorization to proceed from the COR, together with instructions regarding the new designated locations for all displaced furnishings, fixtures and

equipment. Equipment, furnishings, fixtures and accessories damaged due to operation and maintenance work shall be repaired or replaced to their original construction and finish by the Lessor. The route of moving materials or equipment within each building and the point of delivery of these materials or equipment to each building shall be approved by the COR. The Lessor shall repair, at its cost, all damage done by the movement of materials or equipment, and the finished repaired surface shall match the original construction and finish. Debris from work inside buildings shall be removed from the Facility daily except as approved by the COR. The Leased Premises shall be left neat and clean after each Lessor workshift so that the Government business may proceed on the next regular workday without interruption. Since the Facility may be occupied during the performance of some of the Lessor's work required hereunder, the Lessor shall coordinate his work with others using the premises, including the Government and its contractors.

6.6.4. Lessor's Failure to Perform. If the Lessor fails to operate, repair or maintain any portion of the Facility in accordance with the requirements of this Article VI or any other applicable portions of this Lease, the Government may, as its exclusive remedy, take the actions permitted by Section 9.16 hereof.

6.7. HVAC Operations.

6.7.1. System Operation. From time to time, upon at least 24 hours advance notice, the Government will notify the Lessor of the exact temperature and humidity, within that range specified in Section 8.10.2 or otherwise specified for a Joint Use Space, that the Government desires for a particular, identified portion of the Leased Premises, and the Lessor shall comply with such instructions. If the Government determines that the temperature and/or humidity in a portion of the Leased Premises (1) is not at that temperature and/or humidity specified by the Government, or (2) if an exact temperature or humidity was not specified by the Government, is not within the temperature or humidity ranges specified in Section 8.10.2 or otherwise specified for a Joint Use Space, then, in either such case, the Lessor will respond (i) if during Normal Working Hours, within one hour of receipt of the Government's verbal complaint, or (ii) during non-Normal Working Hours, within a reasonable time (not to exceed four (4) hours) following receipt of such verbal complaint. In either case, the Lessor shall commence diagnostic and corrective measures and shall complete all corrective work within the applicable timeframes set forth in Sections 6.8.1 and 6.8.2. The Lessor agrees to use its best efforts to promptly complete all diagnostic and/or corrective work.

6.7.2. HVAC Water Treatment. The Lessor shall monitor each building's heating and cooling water systems, including the condenser water, steam condensate, building heating water, and chilled water systems. The Lessor shall provide equipment, chemicals, and services (including application) to control corrosion, scale, algae and slime in all air-conditioning equipment and heating systems, as appropriate.

Within fifteen (15) days prior to scheduled occupancy of the first Stage, the Lessor shall submit a comprehensive report to the COR on the initial water system conditions of each building. This report shall include a current water system(s) analysis and the Lessor's proposed water treatment program for each water system. The program shall include the Lessor's procedures for treatment application and product data sheets for the proposed

chemicals. As conditions warrant, the Lessor shall submit supplemental reports to identify any changes in the water treatment program.

Weekly, until acceptance of all portion of the Leased Premises, and semiannually thereafter, the Lessor shall draw one (1) complete set of water samples and have the samples analyzed by a qualified chemist. A copy of the water analysis report shall be maintained for inspection by the COR monthly.

When requested by the COR, the Lessor shall draw water samples for each particular piece of equipment or system(s) in operation (including the condensate system), notifying the COR when the samples will be taken. The samples shall be analyzed by a qualified chemist, and a report containing all pertinent information relative to the conditions found shall be maintained for inspection by the COR.

6.8. Routine Maintenance and Repairs/Service Calls.

6.8.1. Service Call - General. A service call is a report by Government personnel of a mechanical, electrical, plumbing, building system, architectural/structural malfunction or related maintenance problem. The Lessor shall complete all necessary repairs resulting from a service call within 24 hours from the time of the service call. When such repairs cannot be completed within 24 hours, the Lessor shall immediately notify the COR, and the Lessor and COR shall consult to jointly schedule a prompt and satisfactory completion of the repair item, in accordance with best industry standards and practices. To the extent any necessary repairs are not made within the agreed time period (or, if no such agreement was reached, within such reasonable time period as is fixed by the COR), the Government may, at its option and in addition to its other remedies under this Lease, perform all necessary repairs at its own expense, and may offset the cost thereof against Service Agreement Rent. Service calls will require response by the Lessor at other than Normal Working Hours when the COR has reasonably determined that the service call is an Emergency Service Call. Since all service calls are the Lessor's responsibility, no additional reimbursement will be provided for such response.

6.8.2. Service Call Classifications.

(a) **Emergency Service Calls.** These service calls ("Emergency Service Calls") consist of correcting failures that are hazards to any building or building occupants including, but not limited to, a broken water pipe, an electrical power outage, an electrical problem which may cause fire or shock, an inoperative passenger or service elevator (with or without trapped passengers), a gas or oil leak, a cooling or heating problem affecting the Computer Facility, the Child-Care Center or the Public Search Facility, flooding, broken glass posing an immediate hazard, inoperable egress doors, occupant lock-ins or lockouts, inoperative electrical circuits, and any other work reasonably considered an emergency by the COR. The Lessor shall respond to Emergency Service Calls within fifteen (15) minutes during Normal Working Hours and Extended Hours and within one (1) hour at other times. The Lessor shall remain on the job until the emergency has been relieved, and the necessary repairs shall be completed within the time period set forth in Section 6.8.1.

(b) **Urgent Service Calls.** These are service calls ("Urgent Service Calls") which interrupt or adversely impact Government operations, and include, without limitation, inoperative lighting or electrical outlets, room temperature complaints, a flush valve which has been stuck open, and other conditions determined urgent by the COR. The Lessor shall respond within two (2) hours during Normal Working Hours and Extended Hours to Urgent Service Calls, and the necessary repairs shall be completed within the time period set forth in Section 6.8.1.

(c) **Routine Service Calls.** These service calls ("Routine Service Calls") are any service calls other than an Emergency Service Call or an Urgent Service Call. The Lessor shall respond within four (4) hours during Normal Working Hours and Extended Hours to Routine Service Calls, and the necessary repairs shall be completed within the time period set forth in Section 6.8.1.

6.8.3. Service Call Log. The Lessor shall develop and implement an automated system to record and track all service calls. The Lessor shall maintain the service call log in sufficient detail to enable the COR, upon review, to determine whether services are completed in accordance with Lease requirements. The Lessor shall submit his proposed service call system format to the CO for written approval, which submission shall be at least thirty (30) days prior to Government occupancy of the first increment of Leased space. The Government shall have the right to review all service call logs.

6.8.4. General Description of Routine Maintenance. The Lessor shall maintain the Facility, including, all roads and parking areas, the Leased Premises, all Buildings and all equipment (other than Government Equipment), fixtures, and appurtenances in good repair and condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, access and other necessary amenities to the Leased Premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the Leased Premises, as provided in this Lease. Governmental authorities and/or utility companies are permitted to maintain facilities and/or systems, if such facilities and/or systems are not subject to the Lessor's control. The Lessor shall cooperate with such entities as required. In the case of failure or insufficient performance by such entities, the Lessor shall deliberately pursue all reasonable measures to correct such failure or insufficient performance. For the purpose of so maintaining the Leased Premises, the Lessor may at reasonable times enter the Leased Premises.

At the Government's request, the Lessor shall accomplish and shall be reimbursed for small miscellaneous jobs authorized by the COR including, but not limited to, making door keys, changing locks, changing signage, hanging pictures, maps and bulletin boards, and other similar functions as directed orally or in writing by the COR. Miscellaneous work shall be accomplished in the same time frame as Routine Service Calls, unless otherwise directed by the COR.

The Lessor shall maintain throughout the Lease Term all mechanical, electrical (power and lighting), plumbing and utility systems to a level of maintenance which will preserve each system's unimpaired operating condition so as to meet or exceed the conditions and performance requirements identified in Article VIII and elsewhere in this Lease, without

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unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes the initial supply and the replacement of all stock, supplies, materials, and equipment necessary for continued operation of the entire Facility. In addition, the Lessor's repair and maintenance responsibility includes the repair and maintenance of all equipment (other than Government Equipment) and systems installed pursuant to any post-acceptance alterations requested by the Government (for which the Lessor may seek an equitable adjustment if appropriate).

6.8.5. Government Repair Responsibilities. Notwithstanding anything herein to the contrary, the Government shall be responsible for making all repairs which are the direct result of, and result solely from, the willful misconduct of a Government employee or Government-hired contractor. In addition, the Government is solely responsible for the operation, maintenance and repair of any Government-owned equipment in the Leased Premises (the "Government Equipment"), including but not limited to, modular or systems furniture, computers, copiers, data equipment and wiring, mail-handling equipment, office machines, and telecommunication equipment and wiring, as such Government Equipment shall be mutually agreed upon in writing by the Lessor and the Government, or in the absence of mutual agreement, unilaterally by the CO. The decision regarding whether a particular repair is to be performed by the Government (since it is either (i) a repair to Government Equipment or (ii) is necessary as the direct and sole result of the willful misconduct of a Government employee or Government-hired contractor) or by the Lessor, shall be at the discretion of the COR. In the event of dispute, the Lessor may appeal the COR's decision to the CO (and/or pursue its rights under the Contract Disputes Act); however, the Lessor shall diligently proceed with the performance of the repair, pending resolution of any dispute, claim, appeal, or action relating to the dispute.

If a particular repair is determined to be the Government's responsibility, the total dollar value for the reimbursable repair will be determined by using an independent Government estimate. Reimbursable repair work shall not be performed until the Lessor and the CO or COR have reached price agreement; provided, however, even if no such price agreement has been reached, for any such repairs which are deemed by the Government to be of an emergency nature, the Lessor shall diligently proceed with any such necessary repairs as if they had been requested pursuant to an Emergency Service Call. The Lessor shall submit detailed cost breakdowns, when requested. These breakdowns shall include the labor hours by trade (or by type of work to be performed on the project) and itemized listings of the supply and material costs, plus overhead and profit markups. The Government reserves the right to furnish any or all parts or materials for reimbursable repairs or to contract elsewhere.

6.9. Maintenance of Facility Equipment and Systems.

6.9.1. General. The equipment and systems to be operated, maintained and repaired by the Lessor include all architectural, mechanical, electrical, plumbing, elevator, and Lessor-owned utility systems which are installed in each Building in the Facility or are otherwise located within the Site, including, but not limited to:

- roof systems and roof drainage
- air-conditioning equipment and systems

- air-handling/distribution equipment and systems
- domestic water equipment and systems
- electrical equipment, lighting systems, switchgear, transformers and supervisory systems
- heating equipment and systems
- HVAC system controls and monitoring equipment
- Lessor-owned sanitary sewage equipment and systems
- Lessor-owned storm drainage equipment and systems
- Lessor-owned underground utility systems
- elevator equipment and systems
- emergency generators, automatic transfer switching devices, and associated equipment of EPS and ITEPS
- humidification systems
- energy management systems
- fire extinguishers and sprinkler systems
- water treatment for mechanical systems
- security systems provided by the Lessor in accordance with Section 8.13 below
- fire alarm systems

6.9.2. Uninterrupted Utilities. The Lessor is responsible for maintaining utility services to the Leased Premises and other portions of the Facility at all times throughout the Lease Term, except that the Lessor shall not be responsible for interruptions in electricity, heating or cooling which result from the (i) Government's non-payment of costs for which it has direct responsibility or (ii) which result from utility equipment not owned by the Lessor.

6.9.3. Maintenance/Repair Standards. The Lessor shall provide all management, supervision, labor, materials, supplies, repair parts, tools and equipment necessary to maintain and operate all Facility mechanical/utility systems, and shall plan, schedule, coordinate and ensure the effective and economical operation, maintenance and repair of the Facility and its systems. All mechanical, electrical, plumbing and utility systems shall be operated in a manner that is compatible with then current GSA energy conservation guidelines, and shall be maintained at an acceptable level throughout the Lease Term. An "acceptable level" of maintenance is defined as the level of maintenance which will preserve the equipment in unimpaired operating condition so that there will be no diminishment of the normal life expectancy of the equipment. At a minimum, all Facility equipment (other than Government Equipment) and systems shall be maintained in accordance with one of the following methods: the manufacturer's recommendations; the best practices of the industry; or preventive maintenance guidelines developed by the Lessor and approved by the COR. The Lessor shall operate, service, maintain, and repair all Facility equipment and systems under warranty in accordance with the manufacturer's warranty instructions. The Lessor is responsible for performing scheduled and unscheduled maintenance and repairs to all such Facility equipment and systems, as necessary, on a 24-hour a day, three hundred sixty-five (365) days per year basis. On a daily basis, the Lessor shall report to the COR the status of any equipment or systems not operating or that become nonoperational during the work day. Any system or equipment, including elevators, not operational by the beginning of Normal Working Hours shall be reported to the COR by 7:00 a.m. of that day. Security and fire alarm system malfunctions shall be reported immediately to the COR as well as to the security command center. The Lessor shall give the Government 24-hour advance notice for passenger or service

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elevator service interruptions which are reasonably expected to exceed one and one-half (1-½) hours.

6.9.4. Completion of Repairs. All Facility equipment and systems shall be operated in an energy-efficient manner in order to meet or exceed those minimum performance requirements set forth in Article VIII for all such systems, and in any event, to ensure that the Government enjoys fully functional, Class A occupiable space. All equipment and systems in need of repairs or maintenance shall be repaired or maintained by the Lessor within that time period set forth in Section 6.8.1. If such repairs are not made within such time period, the Government may, as its exclusive remedy, take the actions permitted by Section 9.16 hereof.

6.9.5. Value Analysis. The Government reserves the right to require the Lessor to provide a value analysis of replacement or repair options of a system, in whole or in part, when routine maintenance or repairs of such system over a period of three (3) years exceeds Seventy-Five Thousand Dollars (\$75,000). The value analysis shall compare the proposed systems, equipment, facilities, and supplies, for the purpose of achieving the required function at the lowest long term overall cost, consistent with requirements for performance, including reliability, maintainability, delivery and human factors. The Lessor shall submit the value analysis to the COR for approval. When the approved value analysis covers a period beyond the Lease Term and indicates that replacement is preferred over repairs, the CO may require that the replacement be performed. Equitable compensation would be made to the Lessor.

6.10. Custodial Services/Miscellaneous.

6.10.1. Timing. Cleaning and trash/solid waste removal is to be typically performed after Normal Working Hours. Special arrangements (which may include having security personnel present during all cleanings) will be made with the COR for the following areas which must be cleaned during Normal Working Hours for security reasons: the Computer Facility, switch room, MDF rooms, the security command center, and the one, Government-designated, high-security patent examining group located within the Leased Premises. Notwithstanding the foregoing, if best industry practices applicable to a particular Joint Use Space (e.g., the Child Care Center, the Public Search Facility, the Cafeteria, the Health Unit and the Fitness Center) require multiple cleanings and/or trash removal throughout the day, the Lessor shall perform such services in accordance with such industry standards during Normal Working Hours, and the Lessor shall use best efforts to minimize disruptions resulting therefrom.

6.10.2. Evaluation. The Lessor shall maintain the Leased Premises and all other portions of the Facility, including exterior areas and Base Building Spaces, in a clean condition, and shall provide the necessary cleaning supplies and equipment. The following schedule describes the level of services intended. Performance will be based on the CO's evaluation of results, not the frequency or method of performance.

6.10.3. Cleaning Schedule. At least fifteen (15) working days prior to the scheduled Government occupancy of the first portion of the Leased Premises, the Lessor shall officially submit to the COR a program and schedule for accomplishing the cleaning services specified below. The plan shall describe the work to be accomplished and the frequency of performance of each work item, including any special cleaning requirements required in order to meet best industry standards for Joint Use Spaces. Within ten (10) working days following receipt of

such program, the COR will review the program and officially notify the Lessor whether it is approved or whether revisions are required. References to shampooing in the following schedule shall require water extraction cleaning. Lessor shall not be required to move heavy modular furniture or systems furniture to accomplish the following.

The Lessor shall:

- (a) **Periodically Throughout the Day (but at a minimum, at least twice daily):** Clean toilet/shower areas in the Fitness Center, clean all appropriate areas in the Child Care Center, clean dining and kitchen areas in the Cafeteria, and clean other areas within the Joint Use Spaces, in each case in accordance with best industry standards applicable to each such Joint Use Space. Disinfectants must be approved by the Government.
- (b) **Twice Daily:** Replenish toilet supplies, clean toilet areas and empty trash as needed.
- (c) **Daily:** Empty trash and recycling receptacles. Sweep entrances, lobbies and corridors. Spot sweep all floors and spot vacuum all carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures. Dispose of all trash and garbage generated in or about each building. Wash inside and outside of or steam clean cans used for collection of food remnants from snack bars, vending machines and the Cafeteria. Wash interior and exterior of microwave ovens. Spray buff resilient floors in all public corridors, entrances and lobbies. Clean elevators. Remove carpet stains. Police sidewalks, parking areas and driveways. Sweep loading dock areas and platforms. Vacuum carpets in high traffic areas such as corridors and lobbies.
- (d) **Three Times Per Week:** Sweep or vacuum stairs.
- (e) **Weekly:** Dust horizontal surfaces that are readily available and visibly require dusting. Damp mop and spray buff all resilient floors. Sweep sidewalks, parking areas and driveways (weather permitting). Completely sweep and/or vacuum carpets.
- (f) **Every Two Weeks:** Spray buff all floors in non-public corridors, entrances and lobbies. Damp mop and spray buff all floors in office space and Joint Use Spaces.
- (g) **Monthly:** Thoroughly dust furniture and baseboards. Sweep storage space. Spot clean all wall surfaces within 70" of the floor.
- (h) **Every Two Months:** Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills and frames. Shampoo entrance and elevator carpets.
- (i) **Three Times Per Year:** Dust wall surfaces within 70" of the floor, vertical surfaces and under surfaces. Polish metal and stone surfaces in lobbies. Wet mop or scrub garages. Wash all interior and exterior windows and other glass surfaces.

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(j) **Twice Per Year:** Strip and apply four coats of finish to resilient floors in public corridors, entrances and lobbies, the Cafeteria, the Public Search Facility, the Child Care Center, the Fitness Center and other heavy traffic areas.

(k) **Annually:** Wash all window blinds and dust six (6) months from washing. Vacuum or dust all surfaces in the building above 70" from the floor, including light fixtures. Vacuum all drapes in place for those alternate years when such drapes are not cleaned or washed. Strip and refinish floors in offices, Joint Use Spaces, and non-public lobbies and corridors. Shampoo carpets in all public corridors and lobbies. Clean balconies, ledges, courts, areaways and flat roofs.

(l) **Every Two Years:** Shampoo carpets in all offices, Joint Use Spaces and other non-public areas. Dry clean or wash (as appropriate) all drapes.

(m) **As Required:** Properly maintain plants, lawns and other Site Improvements. Promptly remove snow and ice from all building entrances, exterior walks, site roadways, parking lots and garage entrances. Replace light bulbs, tubes, ballasts and starters. Replace worn floor coverings (this includes removing and return of all furniture) as needed and in any event in accordance with that schedule set forth in Section 6.12.2. Exterminate pests. Repaint parking space stripes in parking lots.

The Lessor shall remove and transport all solid waste to a processing facility for the purpose of re-manufacturing or recycling to the extent commercially feasible. All solid waste not transported to such a facility shall be disposed of only through a solid waste disposal facility that has been certified by the appropriate agency of the Commonwealth of Virginia which is responsible for solid waste management, or by the Environmental Protection Agency ("EPA").

6.10.4. Flag Display. The Lessor shall be responsible for flag display(s) on all workdays and federal holidays. The Government will provide instructions when flags must be flown at half-staff.

6.10.5. Snow/Ice Removal. The Lessor shall maintain all exterior areas of the Facility, including but not limited to all roadways and parking areas, free of snow and ice and all hazardous conditions due to the weather at entrances, steps, landings, sidewalks, vehicular courts, parking areas and approaches within the Facility. Such snow and other hazardous conditions are to be removed before Normal Working Hours, and continuously throughout the day as needed. No snow or ice is to be dumped on or near trees, shrubbery, ground cover, grass or flower bed areas. Chemicals and/or sand used shall not injure, damage or destroy Government property. The Lessor shall furnish the COR with a list of telephone numbers where either he or his authorized representatives can be contacted seven (7) days per week at any hour of the day or night in order to perform such snow or ice removal. Local jurisdictions are permitted to maintain roadways, if such roadways are not subject to Lessor's control. The Lessor shall cooperate with the local jurisdiction as required. In the case of failure or insufficient performance by the local jurisdiction, the Lessor shall deliberately pursue all reasonable measures to correct such failure or insufficient performance.

6.10.6. Landscape. The Lessor shall properly maintain plants, lawns and all other landscaping. Landscape maintenance is to be performed during the growing season on a

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weekly cycle and will consist of watering, mowing, raking, and policing all exterior areas to keep them free of debris, leaves and grass clippings, and to maintain all such areas in a neat, healthy and attractive manner. Pruning, weed control and fertilization are to be done on an as-needed basis. In addition, dead or dying grasses, plants, shrubs or trees are to be replaced with ones of the same type and size, to the extent commercially feasible. Performance will be based on the CO's evaluation of results and not the frequency or the method of performance.

6.10.7. Pest Control. The Facility shall at all times be free of pests, bees, insects and rodents. The Lessor shall utilize procedures that are safe to humans and the environment and which are in compliance with Applicable Law. Programs for the control of all rodents, insects and pests shall be continually in effect. There shall be no obvious signs of any infestations.

6.10.8. Key Control. The Lessor shall furnish reimbursable services for routine relocation of lock-sets or tumblers, duplication of keys, opening doors in the event of lost keys, and changing lock combinations. This refers only to doors for entrances into spaces; not furniture, cabinets or safes. If keys are lost by Lessor employees, contractors or subcontractors, the Lessor is responsible for changing or re-tumbling all affected locks and must immediately provide the appropriate keys at its expense. In the event a master key in the Lessor's possession is lost or duplicated, all locks and keys for that system will be replaced. All new locks shall fit existing master key systems and be keyed to fit existing keys for the locks being replaced. The On-Site Supervisor shall always have within ready availability at the Facility at least one set of the master key and all other keys required to operate the Facility with the exception of the keys maintained by the government and described in the following sentence. The Government shall retain sole control of all keys to the main communication vault and all communication rooms described in Article VIII, and the Government shall provide reasonable access to the Lessor as needed in order for the Lessor to perform necessary repairs and maintenance. The COR shall maintain all such Government keys in a readily available location.

6.11. Preventive Maintenance. The Lessor shall develop and implement a Preventive Maintenance ("PM") program to ensure proper operations and maintenance of all Facility equipment and systems. The PM program shall include, but not be limited to, periodic inspection, testing, cleaning, lubrication, adjustment, filter cleaning and replacement, and the furnishing of necessary parts and repairs to keep equipment and systems in optimum operating condition. The PM program shall be turned over to the Government, at no additional cost to the Government, at such time as the Government may choose to exercise its option under Section 2.7 to assume responsibility for preventive maintenance.

No later than thirty (30) days prior to the scheduled Government occupancy of the first increment of Leased space, the Lessor shall submit to the COR a proposed PM program for equipment and systems in the Building(s). The Lessor shall identify those items on which PM will be performed, indicating both the PM frequency and description of work to be done on each item. The COR will review the proposed PM program and return a copy to the Lessor within 30 working days of receipt, indicating which PM procedures and schedules are reasonably acceptable. Unacceptable PM procedures and schedules will be revised and resubmitted by the Lessor until accepted in writing by the COR. If, once approved, the program later proves to be deficient or warrants revision due to changed circumstances, the PM program shall be made available to the COR, at his discretion, for his review and revision.

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The COR shall be given advance notification when maintenance or repair work is to be done which requires equipment opening or dismantling or which may result in one or more of the Facility performance requirements (e.g., electrical, temperature, security) not being satisfied during Normal Working Hours. Such equipment includes, but is not limited to, generators, pumps, refrigeration units, condensers, evaporators, hoist motors, motor generator sets, and such other equipment determined to be critical by the COR. At its option, the Government may inspect such equipment before, during, or after any work is performed.

The Lessor shall correct all deficiencies identified by the Government during PM inspections. The Lessor shall maintain PM records for each piece of building equipment and all Facility systems. The records shall reflect actual maintenance performed, the scheduled and actual completion dates, and if any deficiencies were found. The Lessor shall maintain and update all PM history files monthly. These files shall be made available to the COR upon his request. The PM history files shall identify all repairs made to any mechanical equipment. The PM history files shall contain the date the repair was completed, cost of all parts, number of hours the repair took to complete, and the equipment serial number on which the repair was completed.

The Lessor's PM program shall include, but not be limited to, inspections and maintenance repairs of the following systems:

- HVAC system
- electrical system
- roof system
- roof drainage systems
- site lighting
- irrigation systems
- exterior and interior signage and automated locator systems
- loading dock and garage gas sensors for exhaust fan control
- fire command and control systems
- fire alarm system
- backflow preventers
- security command and control systems
- energy management system
- EPS and ITEPS

6.12. Architectural/Structural Maintenance and Repairs.

6.12.1. General. Except for repairs solely caused by the willful misconduct of a Government employee or Government-hired contractor, the Lessor shall provide necessary labor, equipment and materials to perform all architectural and structural maintenance and repair to the Leased Premises and to all other portions of the Facility interior and exterior including, but not limited to, exterior walls, roofing, roof drains, flashing, skylights, chimneys, ventilators (and other items that pierce the roof), gutters, downspouts, expansion joints, splash blocks, overhangs, exterior windows and doors, door-locks, hinges, sidewalks, driveways, snow melting systems, roads, curbing, parking areas, patios and exterior stairways, interior walls and wall coverings, floors and floor coverings, interior stairways, ceilings and ceiling tile, window treatments, interior doors and windows and plumbing fixtures.

The maintenance level shall assure that the Facility is free of missing components or defects that could affect the safety, appearance, or intended use of the Facility or could prevent any electrical, mechanical, plumbing, or structural system from functioning in accordance with its design intent. The quality of the work shall ensure that repaired areas be fully compatible with and match adjacent surfaces or equipment. All replacement items shall match existing items in dimensions, materials, quality of work, finish, color (as nearly as possible), and design. During all stages of work, debris shall not be allowed to spread into adjacent areas or accumulate in the work area itself. All such debris, excess material, and parts shall be cleared and removed at the end of each day while work is in progress. Upon work completion, stains and other unsightly marks shall be removed. Wherever the term "appearance" is used in this or subsequent Sections, it shall be construed to mean an appearance to match the original finished appearance.

The Lessor shall perform touch-up painting to the Facility interior and exterior, as required, in accomplishing maintenance and repair work. The Lessor shall maintain all Facility loading ramps and doors (including automatic doors) in a safe and usable condition.

6.12.2. Finishes. The Lessor shall replace, after Normal Working Hours, worn finishes (this includes moving and return of furnishings and furniture, including partition systems and connected power and telecommunications cabling) pursuant to the following:

(a) **Carpet Replacement.** All carpet shall be replaced, at the Lessor's expense, at least once every eight (8) years during Government occupancy or at any time during the Lease Term when the backing or underlayment is exposed or there are noticeable variations in surface color or texture.

(b) **Other Flooring Replacement.** Resilient flooring and all other floor finishes shall be replaced, at the Lessor's expense, prior to and during Government occupancy when it has chips, cracks, curls, upturned edges, or other noticeable variations in texture. Replacement materials shall match adjacent existing materials in all ways.

(c) **Wall Covering Replacement.** All wall coverings are to be maintained in "like-new" condition for the entire Lease Term. Wall coverings must be replaced or repaired, at the Lessor's expense, except where damage is due to the willful misconduct on the part of the Government. The wall finishes in all restrooms must be replaced or repaired if they are damaged, loose, chipped, broken, or permanently discolored. Repaired materials shall physically match adjacent materials in all respects.

(d) **Painting.** All painted surfaces, including any partitioning installed after initial Government occupancy, shall be repainted, at the Lessor's expense, at least once every five (5) years. Public Base Building Spaces must be repainted, at the Lessor's expense, at least once every three (3) years.

6.13. Elevators.

6.13.1. General. The Lessor shall provide all management, supervision, labor, materials, supplies, repair parts, tools, and equipment to ensure the effective and economical operation,

maintenance, and repair of all Facility elevator (passenger and service) equipment in order to meet the requirements of Article VIII and the remainder of this Lease. When an elevator is removed from service for dismantling, repair, or maintenance, the Lessor shall place "OUT OF SERVICE" signs at each landing served by such equipment or systems. All replacement parts, lubricants, and other materials used in repairing these systems shall be comparable to type and grade recommended by the respective equipment manufacturer. The Lessor is responsible for all telephone conductors within the hoistway and elevator cab. All elevator, telephones and related equipment shall be checked bi-weekly, with deficiencies immediately reported to the COR.

6.13.2. Prompt Response/Notices.

- (a) The Lessor shall respond promptly to all reports of elevator problems where life or property is endangered, but in no case any later than fifteen (15) minutes to all reports involving passengers on a stalled elevator and within one hour to all other elevator problems or malfunctions reported to Lessor. Corrective action in all cases shall be completed in the shortest possible time consistent with the nature of the problem and the best practices of the trade, and in any event, within that time period set forth in Section 6.8.1. The Lessor shall maintain or have within quick availability an up-to-date inventory of spare parts necessary to perform all anticipated repairs to elevator systems.
- (b) The Lessor shall give the Government 24-hour advance notice of passenger or service elevator service interruptions which are reasonably expected to exceed one and one-half (1-½) hours.

6.14. Inspection and Testing.

6.14.1. Lessor Responsibility. The Lessor is responsible for the day-to-day inspection and monitoring of all work performed to ensure compliance with the requirements of this Lease. The results of inspections conducted shall be documented in inspection report format for submission to the Government. The Lessor shall promptly perform necessary work to assure that all defects or omissions are corrected. All inspection reports to the Government shall warrant the results as presented.

6.14.2. Inspection of Services.

- (a) As used in this Section 6.14, "services," includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Lessor shall provide and maintain an inspection system acceptable to the Government covering the services under this Lease. Complete records of all inspection work performed by the Lessor shall be maintained and made available to the Government.
- (c) The Government has the right to inspect and test all services called for by the Lease, to the extent practicable, at all times and places during the Lease Term. The Government shall perform inspections and tests in a manner that will not unduly

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delay the work. Such testing as to indoor air quality shall be subject to Section 7.14.4 below.

6.14.3. Failure to Perform. If any of the services do not conform with Lease requirements, as set forth in this Lease, the Government may require the Lessor to perform the services again in conformity with such requirements. When defects in services cannot be or are not corrected by re-performance, the Government may, as its exclusive remedy, take the actions permitted by Section 9.16 hereof, or assume direct responsibility for services, as provided for in Section 2.7.

6.14.4. Testing of Elevator Systems.

(a) The Lessor shall conduct tests as necessary to ensure all Lease requirements are being fulfilled. The COR shall be notified and shall have the right to be present for any testing. All tests shall be performed in accordance with ASME A17.1, unless modified herein.

(b) The Lessor shall perform 5-year governor, safety and buffer tests. The Lessor shall ensure that all equipment is properly operating before conducting the tests and shall correct all defects found or caused by the testing, immediately upon completion of all tests. Within two (2) working days of completing such testing, the Lessor will advise the COR, in writing, of test results, necessary repairs, and estimated completion dates. However, major defects shall be brought to the COR's attention immediately.

(c) The Lessor shall ensure that all elevators operate at their rated speeds in accordance with the requirements of Section 8.8. Tests confirming this shall be accomplished within forty-five (45) days after the occupancy of the first increment of Leased Premises and yearly thereafter. Both the initial and subsequent annual test results shall be maintained for the inspection of the COR within fifteen (15) days of completion.

(d) As annual maintenance items, the Lessor shall test and adjust group supervisory control systems and scheduling, dispatching, logic system and emergency service features to ensure they operate in compliance with manufacturer specifications. All tests and adjustments shall be performed after Normal Working Hours and at no additional cost to the Government. A written record indicating adjustment time intervals, dispatch times on all programs, door standing times, door opening and closing speeds, and door pressure at various operating speed(s) shall be maintained for the inspection of the COR 15 days after the completion of each test described in Section 6.14.4(c) above.

(e) The Lessor shall test and adjust the elevator firefighter service recall system monthly for proper operation. The first test results will be recorded 30 days after Government occupancy of the first increment of Leased space and on the last workday of every month thereafter.

(f) The Lessor shall perform all service and repair work in compliance with the latest ASME standards.

(g) The Lessor shall inspect all elevator-related equipment and systems, (including all equipment areas) every two (2) weeks, and shall replace burned-out lamps, signal lights, accessory equipment lights, and fluorescent tubes as needed or directed by the COR. Replacement of defective receptacles, light fixtures, and light sockets shall also be the responsibility of the Lessor.

6.14.5. Testing of Mechanical Equipment.

(a) The Lessor shall perform test checks of large or high-energy-use equipment (e.g., chillers, pumps, air handling equipment). Tests that require systems or components to be taken off-line are prohibited during Normal Working Hours unless the COR has given his prior written approval.

(b) The Lessor shall perform observation and inspection tours throughout the facility. Tours involve observing and inspecting operating equipment for proper operation, recording readings, turning equipment on or off as required by the O&M Plan, and making minor equipment adjustments. The Lessor shall develop work assignment sheets to describe the work to be performed (or checks to be made) on each piece of equipment toured. The work assignment sheets shall be in accordance with the equipment manufacturer's recommendations or best industry practices. As part of the O&M Plan, all tour plans must be submitted to the COR for his information. Copies of the actual readings and observation shall be maintained for inspection by the COR on a monthly basis.

6.14.6. Testing of Life Safety Systems.

(a) **General.** The Lessor shall test all life safety systems (e.g., fire alarm, sprinkler, smoke control, emergency lighting) at least twice a year or as required by Code, whichever is more stringent, to ensure proper operation. Written prior notice to the Government shall be provided so that these tests may be witnessed by a representative of the CO.

(b) **Emergency Generators.** The Lessor shall operate the EPS and ITEPS generators (supplying the Computer Facility, main communication vaults, switch room, MDF rooms and communication rooms) under full load conditions for one (1) hour each month. The Lessor shall verify that the fuel storage tank(s) is (are) full. Times for testing the emergency generators shall be approved, in advance, by the COR.

(c) **Fire Alarm System.** The Lessor shall at least twice a year or as required by Code, whichever is more stringent, test, inspect, and maintain the components of the fire alarm system. The Lessor shall repair the system when defects are discovered. The Lessor shall test the annunciator to ensure that the audible alarm, trouble indicators and alarm indicators are functioning properly.

(d) **Other Systems/Performance Requirements.** The Lessor shall maintain and test all life safety systems in accordance with Article VII, Safety and Environmental Requirements, and shall satisfy all ongoing requirements set forth in said Article VII.

6.14.7. Testing of Security Systems. The Lessor shall at least monthly test, inspect and maintain the complete security system. The Lessor shall repair the systems when defects are discovered. Monthly inspection and testing shall include:

- (a) The central security console and annunciator systems and circuits to ensure that the audible alarm, trouble lights and alarm lights are functioning properly;
- (b) Closed-circuit television signal generation and receipt at the central console for each monitor;
- (c) Closed-circuit television tape recording capabilities; and
- (d) Security inter-communications system at each station.

6.14.8. Testing of Electrical Systems. Except to the extent owned by the utility provider, the Lessor shall be responsible for inspecting and testing the Facility's electrical distribution systems, including but not limited to, substations, power transformers, switch gear, control panels, and circuit breakers. This work shall be performed by qualified personnel who are fully knowledgeable in inspecting and testing all high and low voltage electrical power distribution systems. The Lessor shall be responsible for providing the COR with official, certified electrical condition reports detailing the items inspected, results of tests, PM adjustments performed, and including a brief description of any defects found. The Lessor shall repair any defects which are discovered. Each report shall also include any equipment observed during the inspection that may affect the safety of personnel or continuity of service. The report shall be submitted to the COR within thirty (30) days after initial occupancy and annually thereafter.

6.14.9. Boiler Testing. The Lessor shall inspect all boilers in accordance with ASME Pressure Vessel Codes. The Lessor shall furnish a copy of the inspection schedule to the COR at least thirty (30) working days prior to the scheduled Government occupancy of the first increment of Leased space. The Lessor shall annually inspect all unfired pressure vessels operating at a pressure in excess of sixty (60) p.s.i. and having a capacity in excess of fifteen (15) gallons. At the COR's request, the Lessor shall provide a copy of all such inspection reports to the COR. The Lessor shall promptly repair any defects noted in such inspection reports.

6.14.10. Monitoring of Transportation Management Plan. The Lessor shall comply and shall monitor compliance with the transportation management plan imposed upon Lessor from time to time by local governmental authorities and in accordance with Schedule 2.10 of this Lease, and shall submit reports to the COR regarding areas of compliance or noncompliance. Such reports shall be submitted to the COR monthly from and after the Government's occupancy of the first increment of Leased space until twelve (12) months after the completion of the Government's occupancy of the entire Leased Premises, and thereafter, on an annual basis. To the extent required by any governmental authorities, changing occupant

requirements or circumstances, or otherwise, the Lessor shall modify the transportation management plan in order to meet all such requirements, and the Lessor shall promptly notify the Government of any such modifications and shall provide copies thereof.

6.15. Transfer of Certain Operational Responsibilities.

6.15.1. General. The Lessor recognizes that, if the Government elects, at its option, to assume direct responsibility for any operations and maintenance function, continuity of the services set forth herein must be maintained. In recognition of the above, the Lessor agrees to provide transition services for a period of not more than ninety (90) days immediately after any such Government assumption, all at no additional cost to the Government. It is agreed that transition services shall be provided by utilizing qualified personnel who already are assigned to the Facility.

The Lessor and the Government shall jointly prepare a mutually agreeable detailed plan for transition operations. Such plan shall specify separately an orientation program to familiarize the personnel of the successor contractor with the Facility, its equipment and any peculiarities thereof. In the event of any such transfer and during such transition period, the Lessor agrees to provide, at a minimum, the information, materials, instructions and services described in the remaining provisions of this Section 6.15.

Provided that the Lessor has cooperated as required above in performing transition services, and provided that the Lessor has disclosed known aspects of the equipment's prior maintenance, performance and condition, including replacement schedules, the Government shall assume the responsibility for the maintenance, repair and replacement of any equipment which is damaged as a result of the Government's failure to properly operate or maintain such equipment. Lessor shall retain responsibility for regularly scheduled capital repairs and replacements which would have been required due to normal use and considering normal equipment life.

In the event the Government elects to assume direct responsibility for all operations and maintenance of the Leased Premises, the Government shall, from and after the date of such assumption, be entitled to reduce the annual Base Rent by \$900,000 (which sum represents Lessor's management fee included within Base Rent). Lessor agrees to provide transition services for a period of not more than ninety (90) days immediately prior to such Government assumption, all at no additional cost to the Government, in accordance with the provisions described above.

6.15.2. Instructions to Government Employees. At the outset of the Lease Term, the Lessor shall furnish to the Government, without additional expense, the services of competent instructors, who will give full instructions in the care, adjustment, and operation of the systems and equipment to designated Government and/or Government contract employees. Each instructor shall be familiar with all parts of the system on which he is to give instruction and shall be trained in operating theory as well as in practical operations and maintenance work. Factory trained instructors shall be employed wherever practical and available. The instruction shall be given during Normal Working Hours. Where significant changes or modifications in equipment are made, additional instruction shall be provided as may be necessary to acquaint the operating personnel of the changes or modifications.

6.15.3. Posted Operating Instructions. Operating instructions shall be provided for each system and each principal piece of equipment for the use of operations and maintenance personnel. The Lessor shall include wiring and control diagrams showing the complete layout of the entire system, including equipment, piping, valves, and control sequence, which diagrams shall be protected, located proximate to the equipment, and posted in plain view. Printed or engraved operating instructions for each principal piece of equipment including start-up, proper adjustment, operating, lubrication, shutdown, safety precautions, procedures in the event of equipment failure, and any other necessary items of instruction as recommended by the manufacturer of the unit shall be attached to or posted adjacent to the piece of equipment. Operating instructions exposed to the weather shall be made of weather-resistant materials or shall be suitably enclosed to be weather protected. Operating instructions shall not fade when exposed to sunlight and shall be secured in such manner as to prevent easy removal.

6.15.4. Operation and Maintenance Manuals. Upon any transfer of operation and maintenance responsibility to the Government, the Lessor shall provide three sets of O&M manuals for each mechanical and electrical system, for each piece of equipment, and for other system enhancements. The Lessor shall organize manuals into suitable volumes. Manuals shall have table of contents, and be assembled to conform to table of contents with tab sheets covering each subject. The instructions shall be legible and easy to read. Manuals shall be hard bound and sheets consistent in size; where oversize drawings are necessary they shall be folded to their correct size. The words "Operation and Maintenance Manual" and the name and location of the building shall appear on the cover.

Manuals shall include, but not be limited to, the following data:

- A detailed description of each system: electrical, mechanical (HVAC), fire protection & life safety, communications, access control and security, etc. The description shall include the operation of each system and each of its components, including layout showing piping, valves, controls and other components, and including, software programming, diagrams and illustrations where applicable.
- wiring and control diagrams, schematics, block diagrams complete with all data to explain detailed operation and control of each component
- control sequence describing start-up, operation, and shutdown
- procedure for starting
- procedure for operating
- shutdown instructions
- installation instructions
- maintenance and overhaul instructions
- lubricating schedule, including type, grade, temperature range and frequency
- emergency instructions and safety precautions
- corrected shop drawings
- approved product data
- copies of approved certifications and laboratory test reports (where applicable)
- copies of warranties/guarantees
- test procedures and copies of certified test results of all equipment and systems
- performance curves and rating data

- parts list, including sources of supply, recommended spare parts, and service organization convenient to building site
- name, address, and telephone number of each subcontractor who installed equipment and systems, and local representative for each type of equipment and each system
- software programming instructions
- copies of all Material Safety Data Sheets ("MSDS"), together with a chart showing the location of all equipment and material requiring MSDS
- other pertinent data applicable to the O&M of particular systems or equipment and/or other data specified in technical sections of the specification

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